

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUMMARY SUIT NO. 2278 OF 2004

Kagaz Marketing & Trading P.Ltd. .. Plaintiffs
versus
Creative Forms & ors. .. Defendants

...

Mr.M.G. Mimani for the plaintiff.

CORAM : D.G. KARNIK, J.

DATED : 28th February 2005.

P.C.:

1. Heard the learned counsel for the plaintiff.
None present for the defendant.

2. The plaintiff has filed two affidavits of service dated 6th October 2004 and 10th December respectively. He also hands in original documents under a list. Affidavits are taken on record and marked Exhibit-A and B. Documents are taken on record and coll. marked Exhibit "C". Despite service of writ of summons, the defendants have not

filed any appearance. In the circumstances, the plaintiff is entitled to a decree under Order 37 Rule 2(3) of the Code of Civil Procedure.

3. The defendant no.1 is a partnership firm and defendant nos.2 to 4 are its partners. The plaintiff has filed on record office copies of the invoices in respect of the goods sold and delivered and original cheques issued by the defendant towards payment of the price. The cheques were dishonoured.

4. I have perused the plaint and I am satisfied that plaintiff is entitled to a decree under Order 37 Rule 2(3) of the Code of Civil Procedure. Hence, I pass the following order:-

5. The suit of the plaintiff is decreed in terms of prayer clauses (a) and (b), save the interest from the date of the suit. The defendant shall pay interest at 9% p.a. from the date of the suit till payment.

D.G. KARNIK, J